

#22

PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE



In re application of

Lester Ludwig et al

Appln. No. 08/833,511

Group Art Unit: 2743

Filed: April 7, 1997

Examiner: M. Ramakrishnaiah

For: VIDEOCONFERENCING HARDWARE

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SEP 27 2000  
TC 2700 MAIL ROOM

REVOCATION AND APPOINTMENT OF ATTORNEYS

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

COLLABORATION PROPERTIES, INC (herein, "CPI"), is the owner of all right title and interest in the above referenced application by virtue of an assignment from VICOR, INC. (herein, "VICOR") that was recorded at reel 9503, frame 0019, copy attached. VICOR's title is derived from an assignment from the inventors recorded at reel 9458, frame 0197.

I, LESTER F. LUDWIG, having the title of Vice President and Principal Scientist at CPI and having authority to do so, hereby revoke all prior powers of attorney and appoint John H. Mion, Reg. No. 18,879; Thomas J. Macpeak, Reg. No. 19,292; Robert J. Seas, Jr., Reg. No. 21,092; Darryl Mexic, Reg. No. 23,063; Robert V. Sloan, Reg. No. 22,775; Peter D. Olexy, Reg. No. 24,513; J. Frank Osha, Reg. No. 24,625; Waddell A. Biggart, Reg. No. 24,861; Louis Gubinsky, Reg. No. 24,835; Neil B. Siegel, Reg. No. 25,200; David J. Cushing, Reg. No. 28,703; John R. Inge, Reg. No. 25,916; Joseph J. Ruch, Jr., Reg. No. 26,577; Sheldon I. Landsman, Reg. No. 25,430; Richard C. Turner, Reg. No. 29,710; Howard L. Bernstein, Reg. No. 25,665; Alan J. Kasper, Reg. No. 25,426; Kenneth J. Burchfiel, Reg. No. 31,333; Gordon

**PATENT APPLICATION**

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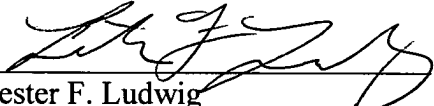
Kit, Reg. No. 30,764; Susan J. Mack, Reg. No. 30,951; Frank L. Bernstein, Reg. No. 31,484; Mark Boland, Reg. No. 32,197; William H. Mandir, Reg. No. 32,156; Brian W. Hannon, Reg. No. 32,778; Abraham J. Rosner, Reg. No. 33,276; Bruce E. Kramer, Reg. No. 33,725; Paul F. Neils, Reg. No. 33,102; Brett S. Sylvester, Reg. No. 32,765; Robert M. Masters, Reg. No. 35,603, George F. Lehnigk, Reg. No. 36,359, John T. Callahan, Reg. No. 32,607, Steven M. Gruskin, Reg. No. 36,818, Victor J. Castellucci, Reg. No. 43,535, and Jeffrey J. Lotspeich, Reg. No. 45,737, their attorneys to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, and request that all correspondence about the application be addressed to:

SUGHRUE, MION, ZINN, MACPEAK & SEAS, PLLC  
1010 El Camino Real, Suite 360  
Menlo Park, CA 94025  
Telephone: (650) 325-5800  
Facsimile: (650) 325-6606

Finally, I have reviewed the attached documents and I certify that, to the best of my knowledge and belief, title is in CPI.

Respectfully submitted,

Date: 9/19/00

  
Lester F. Ludwig  
Vice President and Principal Scientist

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

### ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned co-inventors who have created a certain invention for which an application for United States Letters Patent has been executed concurrently herewith and is entitled:

#### MULTIMEDIA COLLABORATION SYSTEM

Do hereby sell, assign and transfer to VICOR, INC., a corporation of the State of California, having a place of business at 505 Hamilton Avenue, Palo Alto, California 94301 its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree that VICOR, INC., hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, successors, assigns, or legal representatives; and

Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN TESTIMONY WHEREOF I have hereunto set MY signature on the date indicated below.

INVENTOR'S SIGNATURES

Name of  
first inventor:

Lester F. Ludwig

Inventor's Signature: \_\_\_\_\_

Date: 9/27/93

Name of  
second inventor:

J. Chris X Laurwers

Inventor's Signature: \_\_\_\_\_

Date: 9/27/93

Name of  
third inventor:

Keith A. Lantz

Inventor's Signature: \_\_\_\_\_

Date: 9/27/93

Name of  
fourth inventor:

Gerald J. Burnett

Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of  
fifth inventor:

Emmett R. Burns

Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

INVENTOR'S SIGNATURES

Name of  
first inventor:

Lester F. Ludwig

Inventor's Signature:



Date:

9/27/93

Name of  
second inventor:

J. Chris X Lauwers

Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of  
third inventor:

Keith A. Lantz

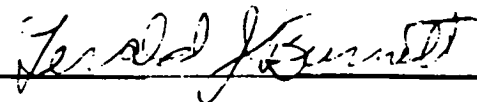
Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of  
fourth inventor:

Gerald J. Burnett

Inventor's Signature:



Date:

9/28/93

Name of  
fifth inventor:

Emmett R. Burns

Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

INVENTOR'S SIGNATURES

Name of  
first inventor:

Lester F. Ludwig

Inventor's Signature:



Date: 9/27/93

Name of  
second inventor:

Chris J. Lauwers

Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of  
third inventor:

Keith A. Lantz

Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of  
fourth inventor:

Gerald J. Burnett

Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of  
fifth inventor:

Emmett R. Burns

Inventor's Signature:



Date: 9/29/93

**ASSIGNMENT OF PATENT RIGHTS**

VICOR, Inc., a corporation organized and existing under the laws of California, having a place of business at 505 Hamilton Avenue, Palo Alto, California 94306 (hereinafter called "Assignor"), hereby assigns certain patent rights to Collaboration Properties, Inc., a corporation organized and existing under the laws of Nevada, having a place of business at 913 Tahoe Blvd., Suite 7, Incline Village, Nevada 89451 (hereinafter called the "Assignee"):

WHEREAS Assignor is the owner of the following Patent Application:

Patent Application Serial No. 08/833,511

Filed: April 7, 1997

Title: VIDEO CONFERENCING HARDWARE

**AND WHEREAS** Assignor has agreed with Assignee for the transfer to it of the whole right, title and interest in and to said Applications and to said Letters Patent, and inventions therein,

**NOW THIS ASSIGNMENT WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of One U.S. Dollar (\$1.00) paid by Assignee to Assignor (the receipt of which Assignor hereby acknowledges), Assignor, as beneficial owner, hereby assigns and transfers to Assignee said inventions, said Applications and said Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, or reissues or extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, and the full exclusive benefits thereof, and all rights, privileges and advantages appertaining thereto, including any and all rights to damages, profits or recoveries of any nature for past infringement of said Letters Patent, and the payment of any and all maintenance fees, taxes, and the like, TO HOLD the same unto and to the use of Assignee, its successors and assigns absolutely during the residue of the respective terms for which the said Letters Patent were granted and during any such terms, and for any and all rights extending from said applications and reissues.

**ASSIGNOR** hereby covenants that Assignor has full right to convey the entire interest herein being assigned and represents that Assignor has not executed and will not execute any agreements inconsistent with this Assignment or to the detriment of the patents, applications, and inventions being assigned hereby.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successor, legal representatives and assigns that, at the time of execution and delivery of these presents, Assignor is the sole and lawful owner of the entire right, title and

interest in and to the said inventions and the application for Letters Patent above-mentioned, that the same are unencumbered, and that assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or that any division, continuation or continuation-in-part of any Letters Patent to be obtained therein, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

Executed at \_\_\_\_\_ this 17<sup>th</sup> day of Sept 1998

Assignor: VICOR, Inc.

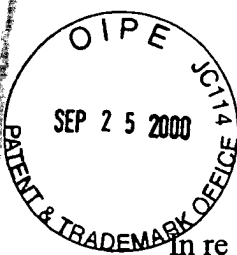
By: \_\_\_\_\_

Printed Name: William L. Campbell  
Chairman & CEO

Title: \_\_\_\_\_



6p2743



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**SUBMISSION OF REVOCATION AND APPOINTMENT OF ATTORNEYS**

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

Submitted herewith is a REVOCATION AND APPOINTMENT OF ATTORNEYS for  
the above-referenced application.

Respectfully submitted,

Frank L. Bernstein  
Registration No. 31,484

SUGHRUE, MION, ZINN,  
MACPEAK & SEAS, PLLC  
1010 El Camino Real, Suite 360  
Menlo Park, CA 94025

Tel: 650-325-5800  
Fax: 650-325-6606

Date: September 20, 2000



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PATENT TRADEMARK OFFICE

Certificate of Mailing

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to:

Assistant Commissioner for Patents  
Washington, D.C. 20231

Date: September 20, 2000

Signed:   
Thea K. Wagner